

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

VERNA DIANNE DICKINSON and GREGORY DICKINSON

PLAINTIFFS

V.

CIVIL ACTION NO.1:06CV198 LTS-RHW

NATIONWIDE MUTUAL FIRE INSURANCE CO., ET AL.

DEFENDANTS

**ORDER GRANTING MOTION *IN LIMINE* TO EXCLUDE
EVIDENCE OF ENDORSEMENT H-6072 (WINDSTORM/HAIL EXCLUSION)
AND TO EXCLUDE REFERENCE TO PREMIUMS PAID FOR
ENDORSEMENT H-6107 (HURRICANE DEDUCTIBLE ENDORSEMENT)**

Plaintiffs have moved the court *in limine* [172] to exclude evidence concerning two inconsistent policy endorsements: 1) a wind/hail damage exclusion and 2) a hurricane deductible endorsement that grants coverage for wind/hail damage. The latter endorsement was incorporated into the plaintiffs' policy as a result of a unilateral error by Nationwide. Plaintiffs assert that since Nationwide has acknowledged that it has coverage for the windstorm damage to the insured property, as a result of this error, the original wind/hail exclusion endorsement has no probative value and its introduction into evidence risks jury confusion without any corresponding benefit. For a similar reason, the plaintiffs assert that no evidence should be admitted concerning the premium paid for the mistaken endorsement.

The interpretation of the terms of the insurance policy is an issue of law, for the Court. Where, as here, there is no dispute that the policy provides coverage for windstorm damage, I will instruct the jury to that effect. I agree with the plaintiffs that the challenged evidence risks jury confusion on the issue of coverage and lacks any probative value concerning any fact that is in dispute. I will grant this motion.

This motion [172] is **GRANTED**.

DECIDED this 24th day of June, 2008.

s/ L. T. Senter, Jr.
L. T. SENTER, JR.
SENIOR JUDGE